

EXHIBIT 8

Order,

***Zuffa, LLC v. Couture*, No.**

08A555208

(Nev. Dist. Ct., Clark Cnty.)

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2 DISTRICT COURT

3 CLARK COUNTY, NEVADA

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4 ZUFFA, LLC, a Nevada limited liability
 5 company, dba ULTIMATE FIGHTING
 6 CHAMPIONSHIP,

CASE NO. A555208
 DEPT. NO. 1X
 CLERK OF THE COURT

7 Plaintiff,

8 vs.

ORDER GRANTING
 PRELIMINARY INJUNCTION

9 RANDY COUTURE, an individual;
 10 DOES 1 through 100, inclusive;
 11 ROE corporations and limited liability
 companies 1 through 100, inclusive,

12 Defendants.

13
 14 Plaintiff's Motion for Preliminary Injunction came on for hearing on the 26th day of
 15 February, 2008 at 1:30 p.m. and again on February 28, 2008 at 4:30 p.m.; Plaintiff Zuffa, LLC
 16 ("Zuffa") having been represented by Donald J. Campbell, Esq. and J. Colby Williams, Esq.;
 17 Defendant Randy Couture ("Couture") having been represented by J. Stephen Peek, Esq., Bryce K.
 18 Kunimoto, Esq., Christopher Rudd, Esq. (pro hac vice pending), and Sam Spira, Esq. (pro hac vice
 19 pending); and the Court having considered all of the papers and pleadings on file herein as well as
 20 the oral argument of the parties, hereby enters the following Order Granting Preliminary Injunction.

21
 22 1. With respect to the validity of the covenant not to compete contained in the
 23 Employment Agreement between Zuffa and Couture, Zuffa has shown a likelihood of success on
 24 the merits because the Employment Agreement appears to be reasonable and enforceable under
 25 Nevada law.

26
 27 2. In particular, the Employment Agreement and the non-competition clause are
 drafted in plain language that is easily understood. The purpose of the clause is clear and its scope
 is reasonable. The lack of a geographic limitation in the covenant not to compete does not render

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1 the clause unreasonable in the year 2008 given that the mixed martial arts industry is worldwide in
2 scope and Zuffa and its competitors conduct business on an international basis.

3 3. The reasonableness of the Employment Agreement and covenant not to compete is
4 further evidenced by the fact that it permits Defendant Couture to engage in certain, defined
5 business activities (the "Carved-Out Activities") related to mixed martial arts, including the
6 establishment of the Xtreme Couture Mixed Martial Arts schools.

7
8 4. The conduct of allowing the International Fight League ("IFL"), one of Zuffa's
9 competitors in the mixed martial arts industry, to use the name "Xtreme Couture" on the IFL's
10 website, print and related materials in reference to the IFL's "New Blood New Battles" to be held
11 on February 29, 2008 at the Orleans Arena in Las Vegas, Nevada crosses the line of being
12 promotional not just of the Xtreme Couture gyms but also the IFL itself. As such, the Court
13 finds that this conduct violates the terms of Couture's Employment Agreement, specifically
14 Section 6.6 which prohibits Couture from, among other activities, "promoting or producing
15 events or programming related to unarmed combat," and Section 1.2 which prohibits Couture
16 from engaging in the Carved-Out Activities if he becomes "involved with any other promoter."
17

18 5. Given Couture's stature in the mixed martial arts industry and his long affiliation
19 with Zuffa and the latter's Ultimate Fighting Championship® brand, his involvement with a
20 competing promoter during the one-year Restricted Period contained in his Employment Agreement
21 threatens Zuffa with irreparable harm in the form of lost business goodwill and market share. In
22 light of the foregoing, as well as the fact that Defendant Couture has represented in a supplemental
23 affidavit that he will not be attending the IFL event, providing interviews or commentary on the IFL
24 event, and that the name of the team from the Xtreme Couture gym has been changed to "Team
25 Tompkins," the Court finds that the balance of hardships tips in Zuffa's favor. Accordingly,
26
27
28

1 IT IS HEREBY ORDERED that Zuffa's Motion for Preliminary Injunction is GRANTED.
2 Defendant Couture and his officers, agents, servants, employees, attorneys, and those persons in
3 active concert or participation with them who receive actual notice of this order by personal service
4 or otherwise are restrained and enjoined from using Couture's name or likeness, including the name
5 Xtreme Couture, on the IFL website, print materials, banners and like materials to promote the
6 IFL's February 29 event.
7

8 IT IS FURTHER ORDERED that Zuffa shall be required to post a bond in the amount of
9 \$10,000.

10 IT IS FURTHER ORDERED that injunction herein shall be in effect for 21 days, and the
11 parties shall meet and confer in an effort to establish a schedule to conduct expedited discovery
12 prior to the IFL's next event scheduled for April 4, 2008 in reference to Zuffa's contention that,
13 Couture is engaged in additional violations of his Employment Agreement.
14

15 DATED this 29th day of February, 2008.

16 
17 DISTRICT COURT JUDGE
18

19 Submitted by:
20 CAMPBELL & WILLIAMS

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